



Subscriber Service **Sign-up Packet**

Rhode Island Motor Vehicle Driver's License Records Online

Description: Search and obtain motor vehicle driver's license records on file with the Rhode Island Division of Motor Vehicles (DMV).

- To search for motor vehicle driver's license records your company must have an active RI.gov subscription account.
- An RI.gov subscription provides up to 10 username and passwords to access the online system and search motor vehicle driver's license records. (If you require more than 10, simply pay for an additional subscription for up to 10 more usernames.)

Subscription Billing: At the close of each month you will receive an invoice for all motor vehicle driver's license records obtained online for the current billing period based on the current fee schedule. You may pay this invoice by paper check or by automatic debit. The \$75 subscription fee will appear on your first invoice. The subscription fee will be billed annually.

Instructions:

- 1) Complete the subscriber application and acceptable use policy forms included in this document.
- 2) **Return the original subscriber agreement and the original acceptable use policy to RI.gov by postal mail: RI.gov, 2 Charles Street, 3rd Floor, Providence, RI 02904.**
- 3) Once your documents are received by RI.gov, we will forward the acceptable use policy to DMV for review. If this policy is approved, RI.gov will establish your subscription account. Please allow up to ten business days for review and approval.
- 4) When your account is set up, a confirmation email will be sent to the ***primary contact person*** listed in your subscriber agreement. The email will contain instructions on how to access the system and instruct you to call RI.gov for your login credentials.

In This Document:

- Instructions
- Subscriber application form
- Acceptable use policy
- Current fee schedule

Please Note:

If you are already subscribe to another RI.gov online service you do not need to complete a new subscriber form! Call 401-831-8099 x260 to have this service added to your subscriber account.



2 Charles Street
Third Floor Center
Providence, RI 02904
Phone: (401) 831-8099
Fax: (401) 831-8095
www.ri.gov

Subscriber Application and Service Agreement

You must be a registered user to access certain e-Government services through RI.gov. Registration is offered on an annual basis, and also offers the benefit of a monthly account for invoicing and payment. The Monthly Account provides a convenience to those who perform multiple transactions, enables account holders to manage those transactions and pay using the holder's preferred billing method, and allows holders up to ten user names and passwords per account.

To register, read all the information carefully, complete and sign this agreement and return it to the address above. The annual *RI.gov* subscription fee is \$75.00 and is billed to your monthly account with your first month's invoice for usage. Thereafter, the annual renewal is \$75.00 and is billed to your monthly account automatically.

Certain RI.gov e-Government services carry statutory and/or RI.gov transaction fees for use/access. Information on all fees is provided as an attachment to this Registration Agreement or on the associated Internet pages of RI.gov.

There are restrictions on access to certain records and some records are restricted in use. You may be subject to penalties under law if you violate any of these restrictions. If you have any questions regarding information contained within this agreement, please contact RI.gov at (401) 831-8099.

Signing up is as easy as 1, 2, 3 . .

To Use RI.gov eGovernment Services As A Registered User

- 1. You will need a computer with a modem, Internet software and an Internet service provider.**
- 2. Complete this Registration.** Don't forget to list name(s) to be assigned to registration on page two. You may assign up to ten (10) names per account, but the account holder is responsible for all actions and charges that occur on the account. Then choose a billing method and sign below.
- 3. Sign and return this Agreement.** A faxed agreement (401-831-8095) must be followed up with a signed original. Upon receipt of a completed agreement, RI.gov will contact you with user names and passwords. When you receive them you may begin using our services that have a charge immediately. Email addresses for users are required to receive electronic notification. You will be billed on a monthly basis for your monthly account usage if applicable. If you wish to retain a fully executed original of this agreement, please mail two signed copies along with a self-addressed stamped envelope and we will return a fully executed copy back to you.

CUSTOMER SIGNATURE – sign here

Signature	Date
Name (printed)	Title

By my signature I agree that:

I have read and agree to the terms and conditions of the RI.gov Service Agreement. If I am signing on behalf of an organization or company, I represent that I have authority to bind the organization or company to this agreement.

**Mailing
Address**

Name of organization: _____
Attention: _____ Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Ext: _____ Fax: _____

**Billing
Address**

Name of organization: _____
Attention: _____ Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Ext: _____ Fax: _____
FEIN Number: _____

**Billing
Options****Please Select One:**☐ **Auto Check Option***(Account will be debited monthly for fees)*

Bank Name: _____

Routing #: _____

Account #: _____

Payment Type: ☐ Checking ☐ SavingsAccount Type: ☐ Business ☐ Personal☐ **Monthly Invoice Option***(You will receive a monthly invoice for fees)*☐ **Government Exempt***(State of RI, Municipalities and Educational Institutions only)*

Please check the service(s) you are subscribing to:

- ☐ Interactive Driver's License Records Search
☐ SI-1 Auto Lien Holder Registration
☐ Liquor Transport Certification

- ☐ Oversized/Overweight Trip Permits
☐ DMV Title Inquiry
☐ Other _____

Name(s) to be registered as users (max. 10 users per registration) **Note: Account Holders are responsible for all users; all users, by using the user name and password, agree to the terms and conditions of this Agreement:**

	Name	Email Address (Required)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Requested Information

Which best describes the account holder? ☐ Business ☐ Private Citizen ☐ Government Agency

If you are a business, what type of business are you? _____

If you are a business, why are you requesting this information? _____

If you are a private citizen, why are you requesting this information? _____

Is there a State Government service you would like to see available over the Internet? _____

RI.gov Service Agreement

The Account Holder and RI.gov (the Trade Name for the State of Rhode Island's comprehensive Web portal, acting by and through Rhode Island Interactive, LLC, a Rhode Island corporation) contract for the provision of services from RI.gov to each Registered User on the Account are as per the Terms and Conditions in this Agreement. RI.gov provides on-line access, from terminals or personal computers, to a number of databases with related services. Account Holder and each Registered User wish to use the services made available by RI.gov.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which RI.gov will provide services to Account Holder's Registered Users.
2. RI.gov reserves the right to add, withdraw or modify any service without consulting Account Holder or any Registered User prior to withdrawing such service and shall have no liability whatsoever to any Account Holder or Registered User in connection with additions, withdrawals or modifications of any such service.
3. RI.gov acknowledges that Account Holder and Registered User information will be maintained and used for only the purposes of managing the network RI.gov and will not be provided to commercial entities. For more complete information on the privacy policy of RI.gov, please consult the privacy statement at www.RI.gov.
4. This agreement is subject to change by RI.gov in matters other than online services with notice to Account Holders or Registered Users.
5. Account Holder acknowledges that he/she (or its authorized representative) has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This Agreement, and other notices provided to Account Holder or other Registered Users by RI.gov, constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this Agreement. In the event Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Account Holder's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement. Account Holder acknowledges that it has made available a copy of this Agreement to each Registered User and has informed each Registered User that use of the network by a Registered User constitutes consent to this Agreement.
6. Conditions of Use
 - a. Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by RI.gov in its sole discretion.
 - b. User Names and Passwords: RI.gov will issue to the Account Holder a maximum of 10 user names and passwords per annual fee, for distribution, one to each Registered User. Each Registered User is responsible for preserving the secrecy of his/her User Name and Password; for ensuring that access to services and use of his/her User Name and Password is controlled by him/her; and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use by the Registered User does not exceed those limitations. Account Holder is liable for any and all charges for services to the User Names and Passholders on the Account, whether or not authorized by Registered User or by Account Holder.
 - c. Copyright and Ownership of Information: Account Holder and each Registered User agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through RI.gov services. Government information is owned by the respective government receiving or furnishing the same.
 - d. Limitation on Use of Information: Account Holder and each Registered User agrees to abide by all applicable use statements and requirements outlined for access of information or services through RI.gov and is liable under law for violations of record use or access rules. Under no circumstances may Account Holder, or any other party acting by or through Account Holder, including Registered Users, or using any Registered User's User Name and Password, use data received from or through RI.gov in any way except in full and complete compliance with all applicable laws. Account Holder and each Registered User recognizes that each transaction and statement of use will be logged and retained for RI.gov purposes. In addition, Account Holder's or each Registered User's company or institution may also be liable depending upon the facts.
7. Payment
 - a. Invoices for all services rendered will be prepared and provided by RI.gov or its agent. Fees shall be in accordance with the current RI.gov fee schedule. Terms of invoice payment shall be net twenty (20) days.
 - b. In addition to the fees contained herein, Account Holder shall pay RI.gov for all sales, use, and excise taxes incurred by RI.gov in providing services to Account Holder and each Registered User.
 - c. Invoices 10 days past due may be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

- d. Two payment options are available. RI.gov reserves the right to modify or restrict the use of any option at any time:
 - i. Auto Check Option - Bank Institution automatically deducts amount of fees out of checking account monthly.
 - ii. Mailed invoice and payment by check – Payment is due within twenty days of the date of the invoice.
- e. Default: An account is in default if it is past due or if Account Holder should declare a bankruptcy or insolvency. In the event of default, RI.gov may, at its sole option, block any or all Registered Users on such Account from use of the Account either temporarily or until the past due amount is paid, or permanently regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent RI.gov from exercising this option at any other time or degree of delinquency.

8. Limitation of Liability

- a. The remedies set forth in this Agreement are exclusive and in no way are (including the state of Rhode Island, Rhode Island Interactive, LLC, or the directors, officers, agents, or employees of any of them, who are collectively known for purposes of sections 8,9,12 & 13 of the Terms and Conditions of this Agreement, as "RI.gov") of any of them liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Account Holder for the services in connection with which a claim of liability is asserted or imposed.
- b. Each Registered User and Account Holder agrees that RI.gov will not be liable for any claim or demand of any nature or kind whether asserted against RI.gov or against Registered User by any third party, arising out of the services or materials provided or their use; Each Registered User and Account Holder agrees to indemnify and hold RI.gov harmless from claims of third parties arising out of the use of the services or materials provided pursuant to this Agreement to or through any Registered User or Account Holder on the Account.
- c. RI.gov shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers.
- d. No action or suit arising out of the transactions pursuant to this Agreement, regardless of form, other than an action for payments due RI.gov may be brought by either party more than one year after the cause of the action accrues.
- e. Rhode Island Interactive, LLC, the Rhode Island Department of Administration, Rhode Island state, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on the RI.gov shall at no time be liable for any errors in or omissions from information available on the RI.gov network.

9. Warranty

- a. RI.gov makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While RI.gov and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b. Account Holder and each Registered User warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through RI.gov. Account Holder and each Registered User is liable under law for violations of record use or access rules committed by him or her, and agrees to abide by such rules. In addition, the Account Holder's or Registered User's organization or company may be liable if the rules are not enforced or are violated.

10. Rate Changes

- a. Rates are as set forth in the Agreement insert and are established by RI.gov in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 110b below.)
- b. The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

11. Renewals

- a. Accounts renew annually automatically on the first day of their anniversary month unless RI.gov is notified in writing to the contrary. The appropriate annual fee will be applied in the billing for the renewal month. If an Account is canceled, no portion of that year's Account fee is refundable.

12. Trade name / Trademark

- a. Account Holder and each Registered User agrees that he/she will not use the service mark " RI.gov " or "Rhode Island Interactive, LLC" or the marks associated with any of RI.gov's services identified in any fashion unless specifically authorized to do so in writing by RI.gov. Account Holder and each Registered User agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Account Holder or any Registered User by RI.gov.

13. General

- a. Waiver: The waiver, modification, or failure to insist by RI.gov on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of RI.gov right to performance of any such term or terms.
- b. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Rhode Island as such laws are applied to contracts made and to be performed entirely in Rhode Island, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Rhode Island and in no other jurisdiction.
- d. Assignment: This Agreement is not assignable or transferable by Account Holder or any Registered User and any attempted assignment or transfer shall be null and void and of no force or effect. RI.gov may assign this Agreement and/or the payments due to RI.gov without notice to or requirement for Account Holder's or any Registered User's permission or approval.

- 14. RI.gov as a service of the State of Rhode Island is managed by Rhode Island Interactive, LLC and is governed by the Rhode Island Department of the Administration.

Certificate of Acceptable Use - Interactive Driver's License Records

Driver Protection Privacy Act: Prohibition on release and use of certain personal information by States, organizations and persons.

If this document is being signed by a representative of the company or organization, the form must be signed by an individual legally authorized to obligate your company to an agreement.

I certify that _____ (Company Name/Requestor) is eligible under the *Driver Privacy Protection Act of 1994* (18 USC App. 2721 et seq.) and relevant Rhode Island regulations and stipulations associated with this law.

Requestor certifies legal fulfillment in at least one of the federally regulated categories of permissible use and understands that by signing this form, Requestor agrees to adhere to all regulations and stipulations associated with this law.

In requesting and using this information, the Requestor acknowledges that this disclosure and any re-disclosure of a Driver Record is subject to penalties of the Federal Driver Privacy Protection Act (18 USC 52723). It is further understood and agreed by the Requestor that in the event of any resale or re-disclosure of personal information covered by the Act, the Requestor must keep for a period of five years, records identifying each person or entity that receives information and the permitted purpose for which the information will be used. The Requestor must make such records available to the Division of Motor Vehicles (the "DMV") upon request. This is signed and the request made subject to the penalties of 18 USC 52723. The DMV is aware that the information received by the Requestor will be sold, given, transferred, shared with, or otherwise made available to other persons, firms, corporations, or government agencies, based on the Requestor's certification herein that everyone receiving this information will be legally entitled to it. Requestor or their authorized designees understand and agree that when requesting a Driver Record from the DMV, they shall only use that record once, for one purpose, and shall thereafter not supply such record to more than one customer of the Requestor, nor supply such record more than once to any customer of a Requestor. To safeguard the security of such information obtained from the Division, the Requestor certifies that it will not retain any information obtained pursuant to this agreement, except that the Requestor may retain copies solely to comply with retention requirements imposed by applicable laws. However, the Requestor must retain written evidence of appropriate use of this information as more fully described above.

Requestor further understands that it is a violation of Federal law to give false information to obtain such records and that by violating this Federal mandate Requestor is subject to prosecution.

Should Requestor or Requestor's customers upon subsequent examination be found to have submitted a request and thereby obtained personal information, which request does NOT fall within one of the federally regulated categories of permissible use, the Requestor, Requestor's customer, or both could be subject to criminal and civil penalties provided for such a violation in the Drivers Privacy Protection Act of 1994.

If you are not certain you or your company qualify to obtain opt out records, please refer to the actual text of the law (18 USC App. 2721) to insure compliance.

Please place your initial to the left of the federally mandated category(s) of acceptable use for which you are obtaining opt out records.

- 1) _____ For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- 2) _____ For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions, motor vehicle product alterations; recalls or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers, motor vehicle market research activities, including survey research, and removal of non-owner records from the original owner records of motor vehicle manufacturers.

- 3) _____ For use in normal course of business by a legitimate business or its agents, employees, or contractors, but only –
- a. to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purpose of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against the individual.
- 4) _____ For use in connection with any civil, criminal, administrative or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court.
- 5) _____ For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- 6) _____ For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- 7) _____ For use in providing notice to the owners of towed or impounded vehicles.
- 8) _____ For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subscription.
- 9) _____ For use by an employer or its agent or insurer to obtain or verify information relation to a holder of Commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1985 (49USC App. 2710 et seq).
- 10) _____ For use in connection with the operation of private toll transportation facilities.
- 11) _____ For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
- 12) _____ For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- 13) _____ For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

This certification is effective upon signature of all parties.

Company (Requestor)

Division of Motor Vehicles

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____
(Please print) (Please print)

Date: _____ Date: _____



Subscriber Application and Service Agreement

Fee Schedule for:

Motor Vehicle Driver's License Records:

A statutory fee of \$16.00 and an enhanced access fee of \$2.00 will be accessed to each record pulled.

As of July 3rd, 2007 a 'Technology Fee' of \$1.50 will be added to all RI Division of Motor Vehicle transactions including driving records.

Fees are subject to change without notice. Any changes to fees will be noted on the introductory page of the online application.